

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
A G R E E M E N T

FOR THE RE-ROOFING AND WINDOW REHABILITATION OF THE BELLE ISLE AQUARIUM
TO BE PERFORMED BY

THE CITY OF DETROIT, MICHIGAN

This Grant Agreement (Agreement), CFDA No. 15.904, made on November 16, 2011, between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY (Grantee) and the CITY OF DETROIT (Subgrantee), take notice that:

The STATE HISTORIC PRESERVATION OFFICE (SHPO) OF THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY is authorized by the UNITED STATES DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE (Grantor), pursuant to the National Historic Preservation Act of 1966; Pub. L. No. 89-665; 80 Statutes 915; 16 USC §470 *et seq.*, as amended, to undertake the protection, rehabilitation, restoration, and construction of districts, sites, buildings, structures, and objects significant in American history, architecture, archaeology, culture, and engineering; and

The MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY desires to aid the CITY OF DETROIT, MICHIGAN, in the protection and rehabilitation of the Belle Isle Aquarium, a historically and architecturally significant building listed in the National Register of Historic Places located in the City of Detroit, Michigan; and

The CITY OF DETROIT, MICHIGAN desires to be aided with these activities as provided in this Agreement,

THEREFORE, IT IS AGREED BETWEEN THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

FOR DEPARTMENT USE ONLY

Project No. <u>CG11-413</u>	Agency Object Code _____
Project Amt. <u>\$45,000</u>	Index Code <u>96054</u>

Copy 1 of 50
11/28/11

**SECTION I
PROJECT WORK SPECIFICATIONS**

A. Project Objective. The objective of this project is for the Subgrantee to hire a single or multiple contractor(s) to perform roof and window rehabilitation work at the historic Belle Isle Aquarium, Detroit, Michigan.

B. Work Objectives. In accordance with this Agreement and in a manner satisfactory to the Grantee, the Subgrantee shall:

1. Hire, compensate, and supervise personnel to be employed in the project.
2. Provide all necessary project management services, including accounting, bookkeeping, payroll reporting, and day-to-day management of project activities.
3. Complete the project objective in a satisfactory manner and consistent with the U.S. Secretary of the Interior's *Standards for Rehabilitation, Guidelines for Rehabilitating Historic Properties* (Revised 1990) (*Standards*), and Preservation Briefs for structural components considered historically significant. Accordingly, all project work shall be performed in accordance with the plans and specifications prepared as part of the Friends of Belle Isle Aquarium's grant application awarded by the National Trust for Historic Preservation attached and incorporated into this Agreement as Exhibit H – NTHP MI Preservation Fund.
4. Prepare and provide for review, comment and approval, construction documents including drawn and written documentation outlining all work that will be undertaken at the subject property regardless of the funding sources used to carry out the described work. Work shall be carried out in accordance with SHPO-approved architectural plans and specifications.
 - a. The following work items will be undertaken as a part of the larger rehabilitation and reuse strategy for this building and will be paid for in whole or in part with funds authorized by this Agreement:
 - i. Demolition.
 - a) Remove all existing asphalt roofing, fasteners, and flashing to provide an appropriate surface for roofing installation.
 - ii. Replacement of Roof Structure.
 - a) Install a new asphalt shingle roof complete, including all necessary structural repairs, decking repair/replacement, underlayment, ice and water shield, drip edge, flashing, terminus bars, venting and other necessary components to provide a complete roofing system in accordance with the SHPO-approved plans and specifications.
 - b) Repair/replace all deteriorated or defective siding, trim eave material, rafter tails and necessary structural elements to secure and make weather-tight the main cupola in accordance with SHPO-approved plans and specifications.

- c) Remove, repair, re-glaze and reinstall all main cupola windows in accordance with SHPO-approved plans and specifications.
 - d) Prepare and repaint the exterior of the cupola in accordance with SHPO-approved plans and specifications.
 - b. If, following completion of the construction items found in Section I 4a, remnant funding under the grant funds authorized by this Agreement is available, the following work items outlined below shall be undertaken, prioritized in the order presented below, as a part of the larger rehabilitation and reuse strategy for this building:
 - i. Repairs to the cooper roof system to prevent continued leakage near the southeast corner of the main entry pavilion.
 - ii. Rehabilitation of the buildings windows not included as part of the cupola work.
- 5. Comply with the completion and reporting dates set forth in the attached Exhibit A - Performance Schedule incorporated into this Agreement.
- 6. Prepare and submit to the Grantee one (1) copy of a project completion report of professional quality that, at a minimum, includes the following:
 - a. National Register Title and address of any National Register eligible or listed properties.
 - b. Project number.
 - c. Name and address of the Subgrantee.
 - d. Names and titles of project supervisors and consultants.
 - e. Final budget for the project comparing the approved budget to the final documented expenditures. Discrepancies shall be explained.
 - f. Donor, source, kind, and amount of other federal or non-federal funds applied during the project period.
 - g. Reports from consultants (if any).
 - h. Applicable publications (if any).
 - i. Test results (if any).
 - j. Evaluation of project work including a description of how completed work may have differed from the originally planned work, the reasons for such changes, description of techniques and materials used in the project, and a statement of any problems that still need to be addressed. The evaluation should also contain a description of how the area will be used following the grant period.
 - k. At least two (2) color or black and white (B&W) digital images or 35 mm photographs of no less than 5 x 7 inches in size of the overall "before" appearance and at least two (2) color or B&W digital images or 35 mm photographs of no less than 5 x 7 inches in size of the overall "after" appearance. "Before" and "after" digital images or photographs shall duplicate the same views as closely as possible.

- l. At least two (2) color or B&W digital images or 35 mm photographs of no less than 5 x 7 inches in size showing grant-assisted project work in process and highlighting specific details of grant-assisted work.
- m. One color digital image or 35 mm photograph of the project sign. The image or photograph shall be no less than 4 x 6 inches in size.
- n. A compact disc (CD) with project images of the project prior to planned work, during work, and following completion of all work.
- o. Digital images and print photographs shall conform to the technical specification outlined in the Grantee's *Certified Local Government Grant Manual for Rehabilitation & Rehabilitation Planning Projects*. Digital images and print photographs shall be described with captions attached as separate sheets. Captions should include any appropriate information relative to the image or photograph, including information relating to procedures, materials, testing, and other relevant matters. Photographs or images may only be printed on photographic paper with either a matte or gloss finish. All images or photographs shall be labeled on the back side only with the following information: (1) the name of property/grant application; (2) photograph/image number; (3) date taken; (4) description of view; and (5) a brief description of what is shown. All images and photographs shall not be mounted or affixed by any means to any surface but may instead be placed loosely in sleeves or photo pages. All images and photographs shall be keyed to a site plan, floor plan, or sketch map when applicable. Digital images must be taken at a minimum resolution of 300 ppi (pixels per inch) and have dimensions of at least 1200 x 1600 pixels. Digital images must be burned or written to a CD in uncompressed TIFF format.
- p. Funding Credit and Legal Notice. The introduction of the final report and each written, audio, visual, or other material (including public announcements and news releases) produced through this Agreement shall contain a credit that reads verbatim as follows:

The activity that is the subject of this project has been financed in part with Federal funds from the National Park Service, U.S. Department of the Interior, through the Michigan State Housing Development Authority. However, the contents and opinions herein do not necessarily reflect the views or policies of the Department of the Interior or the Michigan State Housing Development Authority, nor does the mention of trade names or commercial product herein constitute endorsement or recommendation by the Department of the Interior or the Michigan State Housing Development Authority.

The Subgrantee and its subcontractors shall also print in each written, audio, visual, or other material (including public announcements and news releases) produced through this Agreement a notice that reads verbatim as follows:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S.

Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, NW
Washington, DC 20240

- C. Project Site.** The project work set forth in this Agreement shall be performed on the Aquarium that is part of the Belle Isle Conservatory and Aquarium located on Belle Isle, Detroit, Michigan and is more particularly described as:

Better known as the Belle Isle Conservatory and Aquarium on Belle Isle, Detroit, MI, Township 2 South & Range 12 East, Starting at the South West corner of the masonry screening wall, 101.94' NE to the east sidewalk edge, 284.48' N along the sidewalk to the point of the radius of the two intersecting sidewalks, 254.12' E to the intersecting sidewalks, to 193.51' S to the driveway and sidewalk intersection, to 138.98' the Southeast corner of the masonry screening wall, to 82.35 feet to the point of beginning, covering approximately 2.02 acres with an approximately perimeter of 1147.38'.

- D. Permits and Licenses.** The Subgrantee shall be responsible for obtaining any and all permits, licenses or other proper authorization or permission-related documents required for the performance of this Agreement.
- E. Ownership.** All documents and reports delivered to the Grantee under this Agreement shall become and be the property of the Grantee.

SECTION II PERFORMANCE OF PROJECT WORK

- A. Period of Performance.** Because federal budgetary constraints require the completion of project work by a date certain, TIME IS OF THE ESSENCE to this Agreement. The performance of project work shall begin on or after the execution of this Agreement by the Grantee and shall be completed no later than August 15, 2012. Failure of the Subgrantee to satisfactorily complete all project work and activities by the designated completion date shall render this Agreement voidable at the option of the Grantee. In the event this Agreement is voided, the Subgrantee shall not be entitled to any reimbursement under the terms of this Agreement. The designated completion date shall not be extended. Nothing in this provision shall be construed to limit or

restrict the Grantee's right to terminate this Agreement for cause, where the Subgrantee would be entitled to reimbursement, in accordance with Section XI of this Agreement.

- B. Project Representatives.** The Subgrantee designates the following individual as project representative for all matters concerning this Agreement:

**Deborah M. Goldstein, City Planner
Detroit City Council
Historic Designation Advisory Board
204 Coleman A. Young Municipal Center
Detroit, MI 48226
(T): (313) 224-1896
(Fax): (313) 224-4336
Email: goldsted@detroitmi.gov**

The Grantee designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

**Denise J. Sachau, Grants Manager/Budget Analyst
Michigan State Housing Development Authority
State Historic Preservation Office
702 West Kalamazoo Street PO Box 30740
Lansing, MI 48909-8240
(T): (517) 373-1904
(Fax): (517) 335-0348
Email: sachaud1@michigan.gov**

Except for changes to the performance schedule (not including the project's completion date) or changes otherwise specified in Section XI of this Agreement, the designated project representatives shall have no authority to make promises or binding obligations either for the Grantee or the Subgrantee, as such authority rests with the duly authorized persons executing this Agreement on behalf of the respective parties.

C. Employees of Subgrantee/Contractor or Key Persons.

1. **Definition of Key Person.** "Key Persons" shall be defined in this Agreement as individuals who perform services pursuant to this Agreement and (a) sign this Agreement on behalf of the Subgrantee/Contractor and/or (b) are listed in the form included in this Agreement as Exhibit C.
2. **Performance of Services.** The Subgrantee/Contractor acknowledges that only Key Persons shall perform the services under this Agreement. Key Persons include the names of all employees, agents and independent contractors of the Subgrantee/Contractor who perform or render services pursuant to this Agreement.
3. **Exhibit C - Certificate Verifying Key Persons.** Prior to executing this Agreement, the Subgrantee/Contractor shall provide to the Grantee the names of all Key Persons by completing Exhibit C, which is the Certificate Verifying Key Persons of the Subgrantee/Contractor (Certificate). In the event the Subgrantee/Contractor fails to provide

to the Grantee the names of any Key Persons, the parties shall consider the signatory for the Subgrantee/Contractor to be the sole Key Person for the Subgrantee/Contractor. If the Subgrantee/Contractor wishes to add an agent, employee, or independent contractor as a Key Person during the term of this Agreement, the Subgrantee/Contractor shall complete and submit to the Grantee a Certificate for that employee, agent, or independent contractor.

4. 2007 PA 95, MCL 38.68c. The Subgrantee/Contractor and its employees, agents, and independent contractors acknowledge that 2007 PA 95, MCL 38.68c requires retirees of the State Employees Retirement System (Pensioned Retirees) who become employed by the State either directly or indirectly through a contractual arrangement with another party on or after October 1, 2007 to forfeit their state pension for the duration of their reemployment. PENSIONED RETIREES WHO PROVIDE OR RENDER SERVICES PURSUANT TO THIS CONTRACT AND ARE DETERMINED TO BE EMPLOYEES OF THE STATE MAY FOREFEIT THEIR PENSIONS. THE SUBGRANTEE/CONTRACTOR ACKNOWLEDGES THAT ALL PENSIONED EMPLOYEES HAVE BEEN ADVISED TO SEEK LEGAL COUNSEL TO DETERMINE IF THEY MAY BE DEEMED EMPLOYEES OF THE STATE. THE SUBGRANTEE/CONTRACTOR AND THE PENSIONED RETIREES IT EMPLOYS ACKNOWLEDGE AND AGREE THAT NEITHER THE STATE, NOR THE GRANTEE, NOR ITS EMPLOYEES, DIRECTORS, AGENTS NOR BOARD SHALL BE LIABLE TO THE SUBGRANTEE/CONTRACTOR OR PENSIONED RETIREE IF IT IS DETERMINED AT ANY TIME THAT THE PENSIONED RETIREE IS DEEMED TO BE AN EMPLOYEE OF THE STATE AND MUST THEREFORE FORFEIT HIS OR HER PENSION.

D. Subcontracts. In accordance with the bidding procedures in the Grantee's *Historic Preservation Grant Manual*, the Subgrantee, with the approval of the Grantee, may subcontract for the performance of the activities prescribed in this Agreement. The Subgrantee shall provide written notice to the Grantee of its bidding process and shall obtain approval from the Grantee before the bid process begins. Written notice shall be provided on three (3) separate occasions:

1. Before the bidding process begins. Notice shall consist of the Subgrantee's bid specifications and a description of the bidding process the Subgrantee intends to follow;
2. Before a winning bid proposal is selected. Notice shall consist of copies of the bid proposals received by the Subgrantee and rationale for selection of the subcontractor; and
3. After the Subgrantee has awarded a contract to a subcontractor approved by the Grantee. Notice shall contain a copy of the subcontract entered between the Subgrantee and its subcontractor.

The subcontract shall incorporate all the provisions of this Agreement by reference and/or attachment. Neither the decision to subcontract nor the consent of the Grantee to subcontracting shall modify the obligations of the Subgrantee under this Agreement. The Subgrantee shall be

fully responsible for noncompliance with this Agreement by its subcontractors and by persons directly or indirectly acting for such subcontractors the same as it is for the noncompliance attributable to the Subgrantee and persons acting for the Subgrantee.

The Subgrantee shall insert into each subcontract executed in connection with this Agreement appropriate and enforceable provisions requiring compliance with this Agreement by the subcontractor and the persons acting for it. Throughout the performance of any subcontracts the Subgrantee shall monitor and verify the compliance of all subcontractors and persons acting for them and shall immediately take any affirmative or remedial measures prescribed by the Grantee or otherwise deemed necessary in the opinion of the Subgrantee for enforcing compliance under such subcontracts.

Pursuant to 1980 PA 278; MCL 423.322 *et seq.*, the Subgrantee, in performing this Agreement, shall not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the State of Michigan, Department of Licensing and Regulatory Affairs, of employers who have been found in contempt of court by a federal court of appeals, on not less than three (3) occasions involving different violations during the preceding seven (7) years, for failing to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC §158. The Grantee may void this Agreement if the name of the Subgrantee or the name of a subcontractor, manufacturer, or supplier used by the Subgrantee in performing this Agreement subsequently appears in the register during the period of this Agreement.

The Subgrantee shall neither employ nor subcontract for a service under this Agreement with a party who is debarred or suspended under state or federal law, including but not limited to suspensions or debarments by the Authority under Authority Rules and/or as described in 43 CFR Part 12 *et seq.* Before entering a subcontract, the Subgrantee shall require the subcontractor to sign the Debarment and Suspension form included in the Grantee's *Historic Preservation Grant Manual*. The Subgrantee shall submit this signed form to the Grantee.

The Subgrantee shall perform cost or price analysis in connection with every proposed subcontract, including subcontract modifications. Each subcontract entered into shall provide for the payment of a specific amount of money for goods or services rendered. Costs or prices may be based on estimated costs to the extent that costs incurred or cost estimates are consistent with cost principles. The Subgrantee shall not enter into any subcontract that has been valued on the basis of the subcontractor's cost plus a cost percentage, nor which has been valued on the basis of a percentage of construction costs.

- E. Records Maintenance and Disclosure.** The Subgrantee and its subcontractors shall properly maintain such project records and accounts as are prescribed by the Grantor or the Grantee. These records shall include but are not limited to: documentation of the receipt and disbursement of all funds involved in the grant; documentation of compliance with the terms of this Agreement;

and documentation of employment practices and procedures. The Grantee may prescribe the requisite form of all such records to be maintained by the Subgrantee.

The Subgrantee shall be responsible for the maintenance and retention of proper records by its subcontractors. Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives, the Subgrantee and its subcontractors shall provide for and facilitate the Grantor's, the Grantee's, the Comptroller General of the United States, or any of their duly authorized representatives, access to, audit of, excerpts of, transcription of and examination of all books, audit reports, or records maintained in connection with the grant. Each record must be retained and be available for inspection for three (3) years after final reimbursement is made by the Grantee under this Agreement and all pending matters are closed. However, if any records are involved in any litigation, claim, or audit which arises before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved or until the end of the three-year period, whichever is later. The Grantor, the Grantee, the Comptroller General of the United States, and any of their duly authorized representatives, upon request, shall be furnished with a copy of any such books and records.

All records pertinent to this grant are subject to public disclosure under the federal Freedom of Information Act, 5 USC §552, unless determined to be exempt under that statute, the National Historic Preservation Act of 1966; 16 USC §470 *et seq.*, as amended, and the Michigan Freedom of Information Act; 1976 PA 442; MCL 15.231 *et seq.* The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

- F. **Repayment of Funds.** If at any time before the expiration of the records retention period of this Agreement it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue to the Grantee.
- G. **Reports.** The Subgrantee shall promptly submit to the project representative designated by the Grantee any reports prescribed by this Agreement, by the Grantor, or by the Grantee. Such reports shall include but not be limited to: progress reports, a report of all receipts, expenditures, project activities and accomplishments, including a comparison of the final budget to the approved Exhibit B – Project Budget attached and incorporated into this Agreement, and supporting documentation for claimed reimbursements. The Grantor or the Grantee shall prescribe the requisite form and content of reports and shall designate the dates on which the reports are to be submitted by the Subgrantee.

Before the occurrence of the project completion date prescribed in Section II A of this Agreement, the Subgrantee shall submit to the Grantee both a final project completion report and a final and proper claim for expenditure reimbursement which shall be supported by documentation of the expenditures claimed.

If the project completion date occurs in a fiscal year subsequent to the State of Michigan fiscal year in which this Agreement is executed, or is extended into a new fiscal year, the Subgrantee shall submit to the Grantee, by September 15 of the current year, complete documentation of the first fiscal year's expenditures and shall submit a progress report for the completion material described in this Agreement for that project period.

- H. **Audit.** All local units of government receiving \$500,000.00 or more in federal grants or aid in a fiscal year shall comply with the audit requirements of the federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." Schedules of findings and questioned costs meeting the requirements of OMB Circular A-133 shall be submitted to the Grantee within 30 days after completion of the audit, but no later than nine (9) months after the end of the state's fiscal year in which the project was completed.

If an audit identifies any questioned costs in connection with the project, the Subgrantee shall forward to the Grantee copies of the schedules of findings and questioned costs, accompanied by a check made payable to the Grantee in an amount equal to the funds which the Subgrantee received under this Agreement that are deemed a disallowed reimbursement through the audit.

- I. **Inspection of Project Work.** The Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives shall, at all times during the period of this Agreement, retain the right to monitor and inspect all project work, documents, reports, and activities provided for in this Agreement at reasonable times and upon reasonable notice. Upon request of the Grantor, the Grantee, the Comptroller General of the United States, or any of their duly authorized representatives, the Subgrantee and its subcontractors shall provide for and facilitate the Grantor's or the Grantee's access to, audit of, excerpts of, transcription of and examination of the project work, documents, reports, and activities undertaken pursuant to this Agreement or to any documentation as, in the judgment of the Grantee or the Grantor's representatives, may be relevant to a question of compliance with this Agreement, or the effectiveness, legality, or achievements of the grant-assisted program. The Subgrantee shall insert the provisions of this section into any subcontract entered into to accomplish the terms of this Agreement.

- J. **Prohibited Interests and Conflicts of Interest.** The award and administration of this Agreement shall be accomplished free from bribery, graft, kickbacks, and other corrupt practices as provided in the Copeland "Anti-Kickback" Act, 18 USC §874, and as supplemented by U.S. Department of Labor regulations, set forth at 29 CFR Part 3.

In addition, every official, officer, agent, consultant, or employee of the Grantee who exercises or has exercised any functions or responsibilities with respect to this Agreement or who

is in a position to gain information not generally available to the general public with regard to this Agreement or who is authorized in an official capacity to negotiate, make, approve, or to take part in decisions regarding a subgrant, contract, subcontract, or other agreement in connection with this Agreement or its project shall be prohibited from having any apparent or real financial or personal interest or benefit in such grants, contracts, and agreements. No member, officer, or employee of the Grantee, including the Board, shall have any interest in this Agreement or the proceeds thereof, except that such persons may provide technical, consultative, or oversight assistance in a voluntary capacity (*i.e.*, unpaid and the time not charged to the required matching share for this grant).

Prior to the execution of this Agreement, the Subgrantee acknowledges and confirms that it has delivered to the Grantee a written list of all interests of the Subgrantee, or its officers, employees, and subcontractors, which may cause conflicts between the interests of those entities or parties and the interest of the Grantee. The Subgrantee further acknowledges that its employees, members, shareholders, agents, or subcontractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Further, should a conflict of interest arise during the term of this Agreement, the Subgrantee shall contact the Grantee immediately and describe in detail the conflict of interest.

- K. Prohibited Methods and Procedures.** The Subgrantee and its agents, employees, and representatives, in the course of the performance of services under this Agreement, shall not specify, recommend, use, or permit the use of any system, method, plan, design, process, procedure, patent, or copyright which, if used, infringes upon a proprietary interest or necessitates the payment of any royalty, fee, or commission.

The Subgrantee shall not use or permit the solicitation for or securing of any agreement or employment in connection with this Agreement upon an agreement or arrangement for payment, either directly or indirectly, of a commission, percentage, brokerage, or contingent fee.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to members of Congress on the request of any member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business. 18 USC §1913.

- L. Environmental Protection Standards.** The Subgrantee agrees to comply with all pertinent requirements of the National Environmental Protection Act, PL 91-190, as amended, and

Executive Orders 11288, 11990, and 11988; the Coastal Zone Management Act, 16 USC §1451 *et seq.*, as amended; the Endangered Species Act, PL 93-205, as amended; the Wild and Scenic Rivers Act, 16 USC §127 *et seq.*, as amended; the Clean Air Act, 42 USC §7401 *et seq.*, as amended; the Clean Water Act, 33 USC §1251 *et seq.*, as amended; and the regulations and guidelines issued to implement the foregoing laws.

The Subgrantee agrees to promptly notify the Grantee of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency (EPA), indicating that any facility used or to be used under the Agreement is under consideration for listing or has been listed on the EPA's list of violating facilities.

The Subgrantee agrees to require of every subcontractor, if any, the same certifications given above and to insert in every subcontract all other criteria and requirements of this provision. Further, the Subgrantee shall immediately take such affirmative or remedial action as the Grantee may direct as a means of enforcing such provisions.

M. Political Activities. The Subgrantee shall not expend any grant funds for the purchase, lease, or use of equipment or premises for political purposes, for sponsoring or conducting candidate's meeting(s), for engaging in voter registration or voter transportation activity, or for any partisan political activities.

N. Equal Employment Opportunity. During performance of this Agreement, the Subgrantee covenants and assures that:

1. The Subgrantee and its subcontractors shall comply, and require compliance, with the conditions and obligations imposed on a recipient of federal financial assistance as set forth in Title VI of the Civil Rights Act of 1964, 42 USC §2000d *et seq.*; Americans with Disabilities Act of 1990, 42 USC §12101 *et seq.*; Title V, Section 504 of the Rehabilitation Act of 1973, 29 USC §794; the rules, regulations, and guidelines promulgated pursuant to those acts; all applicable Executive Orders on equal employment opportunity, especially Executive Order 11246, as amended by Executive Order 11375, and as supplemented in U. S. Department of Labor regulations, 41 CFR Part 60; as well as the following Michigan laws, 1976 PA 220; MCL 37.1101 *et seq.*, and 1976 PA 453; MCL 37.2101 *et seq.*, as amended.
2. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment. The Subgrantee and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status. Such affirmative action shall include but not be limited to the following: employment, upgrading, demotion, and transfer; recruitment and recruitment advertising; layoff and termination; rates of pay and other forms of

compensation; selection for training, including apprenticeships; and the conditions and privileges of employment.

3. Neither the Subgrantee nor its subcontractors shall discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of this Agreement.
4. The Subgrantee and its subcontractors shall post in conspicuous places, available to employees and applicants for employment, notices setting forth all provisions of the preceding paragraphs 1, 2, and 3 of Section II N.

The Subgrantee and its subcontractors shall post in conspicuous places, available to users of the Subgrantee's facility(s) and program(s), notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, NW
Washington, DC 20240

5. The Subgrantee and its subcontractors shall state in all solicitations or advertisements for employment placed by or on behalf of the Subgrantee or its subcontractors in connection with the work and activities described in this Agreement that all qualified applicants will receive consideration for employment without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status which is unrelated to the individual's ability to perform the duties of a particular job or position.
6. The Subgrantee shall include the preceding provisions of paragraphs 1, 2, 3, 4, and 5 above of Section II N in all subcontracts for any work covered by this Agreement, so that such provisions shall be binding upon each such subcontractor.
7. If the Subgrantee receives a complaint, in writing, alleging Title VI discrimination, the Subgrantee shall within ten (10) days forward the original complaint document to the Office for Equal Opportunity, U.S. Department of the Interior, 1849 C Street, NW, Washington, DC

20240. The Subgrantee shall likewise forward a copy of the complaint document to the Grantee.

8. The Subgrantee shall be fully accountable and responsible for ascertaining, implementing, and enforcing compliance with the enumerated provisions for equal employment opportunity. Breach of any covenant and assurance above set forth in the preceding paragraphs 1 through 7 of Section II N shall constitute a material and substantial breach of this Agreement and is cause for voiding this Agreement at the option of the Grantee.
9. The Subgrantee shall file with the Grantee a statement showing that there is a reasonable representation of minorities and women in all levels of the Subgrantee's work force and pledging that there exists equal opportunity to participate in and enjoy the benefits of all programs and activities without regard to religion, race, color, national origin, age, sex, height, weight, disability, familial status, or marital status.
10. The Subgrantee shall file with the Grantee a written Equal Employment Opportunity Plan, more fully described in the Grantee's *Historic Preservation Grant Manual*, if the Subgrantee's work force does not reflect a reasonable representation of minorities and females, employs twenty-five (25) persons or more, or the Subgrantee is awarded the sum of Twenty-Five Thousand dollars (\$25,000.00) or more by this Agreement.
11. The Subgrantee agrees to abide by and to assure that each subcontract construction firm with a contract of Ten Thousand Dollars (\$10,000.00) or more abide by the provisions of the attached Exhibits D, E, F and G incorporated into this Agreement labeled as follows:
 - a. Exhibit D – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity.
 - b. Exhibit E – The Standard Federal Equal Employment Opportunity Construction Contract Specification.
 - c. Exhibit F – Equal Opportunity Clause.
 - d. Exhibit G – Certification of Nonsegregated Facilities.
12. The Subgrantee agrees to ensure that personnel decisions are in accordance with the following:
 - a. Uniform Guidelines on Employee Selection Procedures (1978); Section 60-3, Uniform Guidelines on Employee Selection Procedure (1978); 43 FR 38295 (August 25, 1978).
 - b. Sex Discrimination Guidelines; 41 CFR 60-20.
 - c. Guidelines on Discrimination because of Religion or National Origin; 41 CFR 60-50.
13. The Subgrantee agrees to provide data and reports to the United States Department of Labor, Office of Federal Contract Compliance Programs (OFCCP) as required or requested including the following:
 - a. One-time notification within ten (10) days of all construction projects in the designated geographical area, Federal and non-Federal, by agency, contract number, location, estimated dollar value, percent completed and project completion date.

- b. Notification of any subsequent construction work (Federal and non-Federal) in the designated geographical area in excess of Ten Thousand Dollars (\$10,000.00).
- c. Employment Utilization Report is to be filed monthly (Form CC-257).
- 14. The Subgrantee shall maintain non-segregated facilities.
- 15. The Subgrantee shall sign and shall require its subcontractors to sign a "Certification of Non-segregated Facilities".
- 16. The Subgrantee agrees to expressly state in all employment solicitation or advertising that the Subgrantee is an Equal Opportunity Employer.
- 17. The Subgrantee agrees to display an Equal Opportunity Poster.
- 18. The Subgrantee agrees to allow OFCCP personnel access to construction sites, records, and employees for purposes of determining the Subgrantee's compliance status.
- 19. The Subgrantee agrees to not enter into contracts with contractors debarred from Federal contracts or federally-assisted construction contracts by the U.S. Secretary of Labor.

O. Civil Rights. The Subgrantee and its subcontractors shall sign a Civil Rights Assurance of Compliance statement and shall post in conspicuous places, available to employees, applicants for employment, applicants and recipients of program or activity benefits, and users of the Subgrantee's facility(s) and program(s), and shall print in all grant-related handbooks, manuals, pamphlets, and other materials ordinarily distributed to the public, notices setting forth the following or its equivalent:

This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Acts of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability, or age in its federally assisted programs. Michigan law prohibits discrimination on the basis of religion, race, color, national origin, age, sex, marital status, or disability. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office for Equal Opportunity
National Park Service
1849 C Street, NW
Washington, DC 20240

P. Project Sign. When project work begins, the Subgrantee shall place not less than one (1) sign acknowledging federal financial assistance in a conspicuous location on the project site. The project sign shall be erected at the beginning of project work and a photograph of the sign shall be submitted to the Grantee. The sign shall remain in place until such time as project work has been completed. The project sign shall be adequate in size to clearly mark the site and shall be in keeping with the visual aesthetics of the site. The sign shall at a minimum contain the following information:

This rehabilitation of the Belle Isle Aquarium, which is listed on the National Register of Historic Places, has been funded with the assistance of a matching grant-in-aid from the United States Department of the Interior, National Park Service, under the provisions of the National Historic Preservation Act of 1966. This grant-in-aid has been awarded by and is administered through the State Historic Preservation Office, Michigan State Housing Development Authority.

- Q. Barrier-free Access.** The Subgrantee agrees to comply with all pertinent requirements of the federal Architectural Barriers Act of 1968, 42 U.S.C. §4151 *et seq.*, as amended, and the Utilization of Public Facilities by Physically Limited Act of 1966; MCL 125.1351 *et seq.*, as amended, provided, however, that the Subgrantee may seek and obtain approval from the appropriate administrative and enforcement authority for a variance in accordance with the above-referenced statutes. In implementing open public access, reasonable accommodations shall be made in consultation with the Grantee's State Historic Preservation Office.
- R. Small, Women, and Minority Firms.** Affirmative steps shall be taken to assure that small, women, and minority businesses are used when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:
1. Including qualified small, women, and minority businesses on solicitation lists.
 2. Assuring that small, women, and minority businesses are solicited whenever they are potential sources.
 3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, women, and minority business participation.
 4. Where the requirement permits, establishing delivery schedules which will encourage participation by small, women, and minority business.
 5. Using the services and assistance of the federal Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as required.
 6. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps listed in the above Paragraphs 1, 2, 3, 4 and 5.
- S. Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. §3141 *et seq.*, as amended, applies to construction contracts under the following circumstances:
1. Where General Revenue Sharing funds constitute twenty-five percent (25%) or more of the project cost.
 2. Where Community Development Block Grant monies are used as the non-Federal share of a Historic Preservation Fund grant.
 3. Where supplemental funding is furnished through a Federal program to which the Davis-Bacon Act applies.

T. Energy Conservation. The Subgrantee shall recognize and comply with mandatory standards and policies relating to energy efficiency contained in the State of Michigan energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, PL 94-165. The Grantor may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

U. Inventions and Patents. If any grant-assisted activity or project produces patentable items, rights, processes, or inventions such fact shall be promptly and fully reported to the Grantor. Unless there is a prior agreement between the Subgrantee and the Grantor on disposition of such items, the Grantor will determine whether protection on the invention or discovery will be sought. The Grantor will also determine how the rights in the invention or discovery, including rights under any patent issued, will be allocated and administered in order to protect the public interest consistent with "Government Patent Policy," 36 Federal Register 16889.

V. Copyrights. Except as otherwise provided in the terms of this Agreement, the author or Subgrantee is free to copyright any books, publications, or other copyrightable materials developed in the course of or under this Agreement. However, such materials shall include an acknowledgment of the Grantor's grant assistance. Further, as a condition of the grant assistance, the Subgrantee agrees to, and awards to the State of Michigan and to the United States Government and their officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright. The Subgrantee shall not include in the subject data of this Grant any copyrighted matter without the written approval of the copyright owner. Such approval shall include permission for the Governments, above, to use the material in the manner provided above.

Unless otherwise limited in this Agreement, the above Governments may, without additional compensation to the Subgrantee, duplicate, use, and disclose all subject data in any manner and for all purposes whatsoever, and allow others to do so.

The above Governments shall have the right at any time to modify, remove, obliterate, or ignore any marking not authorized by the terms of this Agreement on any piece of subject data furnished under this grant.

The term "subject data" used in this provision includes but is not limited to writings, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, pictorial reproductions, plans, drawings, specifications, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are (1) submitted with a proposal or grant application; or (2) specified to be delivered under this Agreement; or (3)

developed or produced and paid for in whole or in part by this Agreement. The term does not include financial reports, cost analysis, and other information incidental to grant administration.

W. Performance Schedule. During this Agreement, the Subgrantee agrees and assures that it shall complete the activities in accordance with the attached Exhibit A - Performance Schedule incorporated into this Agreement.

X. Disclosure of Information. Neither the Subgrantee nor its agents or subcontractors shall disclose information or documents created in connection with this Agreement to anyone, without the prior consent of the Grantee. Neither the Subgrantee nor its agents or subcontractors shall use information or documents created or maintained in connection with this Agreement to further any private interest other than as contemplated by this Agreement, without the prior consent of the Grantee.

SECTION III PARTICIPATION IN OTHER AUTHORITY PROGRAMS

With the exception of providing services to the Grantee as described in this Agreement and the attached exhibits incorporated into this Agreement, neither the Subgrantee nor the Subgrantee's employees, agents, officers, directors, shareholders, or members will participate in Authority housing programs or do business with the Authority under any program in which the Authority has a direct or indirect relationship, without first securing approval from the Authority.

SECTION IV PROJECT WORK FUNDING

A. Sources of Project Funding. The project work described in this Agreement shall be financed in part by federal funds to be disbursed by the Grantee and in part from other sources available to the Subgrantee. The Grantee, subject to the further terms of this Agreement, shall commit to the project work total funds in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00). The Subgrantee shall match at least forty-percent (40%) of those costs eligible for reimbursement. The Subgrantee shall match at least 2/3 the amount of the Grantee's financial commitment.

The Subgrantee, prior to the commencement of any project work activities, shall provide to the Grantee documentation of the source, availability, and binding obligation of the requisite matching funds from other sources for the specific purpose contemplated in this Agreement. Inability or failure of the Subgrantee to secure and provide the required match of funds, or proper documentation of the match, shall render this Agreement void.

B. Payment of Grant Funds. The Grantee, subject to the terms of this Agreement, shall pay to the Subgrantee for proper and allowable expenditures made by the Subgrantee in connection with

this Agreement, a total reimbursement not to exceed the amount of Forty-Five Thousand Dollars (\$45,000.00). The obligation of the Grantee to pay such reimbursement is conditioned upon satisfactory performance by the Subgrantee of project activities and commitments in accordance with this Agreement, upon submission by the Subgrantee of a completion report, and upon submission by the Subgrantee of a comparison of the final budget attached and incorporated into this Agreement as Exhibit B - Project Budget, and a proper claim for reimbursement which shall be supported by documentation of the expenditures claimed. No reimbursement shall be made for unallowable or improper expenditures. In making the claim for reimbursement, the Subgrantee shall use the form entitled "Request for Reimbursement" found in the Appendix to the Grantee's *Historic Preservation Grant Manual*.

- C. Allowable Expenditures.** Subject to the terms of this Agreement and in accordance with OMB Circular A-87, as amended, the Grantor's *Historic Preservation Fund Grant Manual* and the Grantee's *Certified Local Government Grant Manual*, the Subgrantee shall be reimbursed for no more than 60% of the costs incurred in connection with the project work of this Agreement undertaken following the execution of this Agreement. Furthermore, the allowability and evaluation of the Subgrantee's source of the required matching share shall be determined in accordance with OMB Circular A-87, as amended, the *Historic Preservation Fund Grant Manual*, and 43 CFR Part 12 (Common rule related to OMB Circular A-102), section 24.

Any expenditure incurred in the current fiscal year project work period shall be fully documented by the Subgrantee. Likewise, any expenditure incurred in a subsequent fiscal year project work period shall be fully documented by the Subgrantee. Every request for reimbursement shall be submitted to the Grantee on a form prescribed by the Grantee and appropriate documentation shall be appended to the request. Expenses charged against the project funds may not be incurred prior to the effective date of this Agreement or subsequent to the Agreement end date.

Furthermore, the Subgrantee shall not be entitled to reimbursement for any costs the Grantor deems unallowable. In no event, however, shall the Grantee's obligation to provide reimbursement for allowable expenditures exceed Forty Five Thousand Dollars (\$45,000.00).

- D. Repayment of Funds.** If the project is terminated in accordance with Section XII, the Subgrantee will be required to repay any federal funds previously disbursed for project work not meeting the requirements cited in Section I B of this Agreement. If at any time before the expiration of the records retention period of this Agreement it is determined that the terms of this Agreement were not complied with or a claimed cost is disallowed following an audit, the Subgrantee shall immediately repay the funds at issue to the Grantee.

SECTION V NONASSIGNABILITY

The Subgrantee shall not assign or otherwise transfer any interest in this Agreement or the project in any manner not provided for in this Agreement.

SECTION VI SUBGRANTEE OBLIGATION TO EFFECT EASEMENT

The Subgrantee, as a condition precedent to the final disbursement of funds by the Grantee, shall properly execute and record a historic preservation easement, expressed as restrictions and covenants running with the land, which is effective and enforceable against the Subgrantee, its successors, and assigns for the period referenced in Section VII, paragraph A of this Agreement. The historic preservation easement shall include all the provisions contained in Section VII and shall otherwise comply with the purpose and intent of this Agreement.

SECTION VII PROJECT SITE MAINTENANCE AND ADMINISTRATION

- A. Duration of Maintenance and Administration Requirements.** The maintenance and administration provisions in this Section shall be effective and enforced through December 31, 2061. The duration of the maintenance and administration requirements of this Section have no relation to the period of performance for project work as described in Section II of this Agreement.
- B. Obligation to Preserve Historical Integrity.** The Subgrantee agrees to repair, maintain, and administer the exterior of the project site, and assume all the accompanying costs, so as to preserve the historical integrity of features, materials, appearances, workmanship, and environment as provided for in this Agreement. "Historical integrity" shall mean those significant characteristics that originally qualified the project site for entry in the National Register of Historic Places. Further, the Subgrantee shall maintain the grounds adjacent to and surrounding the project site in a landscaped environment consistent with the historical character of the project site. Nothing in this Agreement shall prohibit the Subgrantee from seeking financial assistance from any source available to the Subgrantee.
- C. Limitations on Visual and Structural Changes.** The Subgrantee shall make no visual or structural change to the project site that will affect the historic integrity of the project site, without written prior approval from the Grantor and the Grantee.
- D. Public Visitation and Access.** The Subgrantee shall administer the project site and the adjacent and surrounding grounds so that the general public shall have access for purposes of viewing the exterior of the project site. The right of public access shall be for not less than twelve (12) days per year on an equitably spaced basis, and at other times by appointment. "Equitably spaced" does not necessarily require public access on a once-a-month basis, but may take into

account seasonal and other factors that will most effectively implement the purpose and intent of the National Historic Preservation Act of 1966, as amended. Likewise, what constitutes a "day" will depend upon the Subgrantee's good faith judgment in complying with the public benefit provisions of the National Historic Preservation Act of 1966, as amended, which might reasonably include opportunities for evening visitation.

The Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964, 42 USC §2000d, the Americans with Disabilities Act of 1990, 42 USC §12101 et seq., and Section 504 of the Rehabilitation Act of 1973, 29 USC §794. These laws prohibit discrimination on the basis of race, religion, national origin, or disability. In implementing public access, reasonable accommodation to qualified physically challenged persons shall be made in consultation with the Grantee's State Historic Preservation Office.

When exterior or interior work is assisted with Historic Preservation Fund grants and the work is not clearly visible from a public right-of-way or the interior work is not normally open to the public except for the required twelve (12) days per year, then the Subgrantee shall publish notification giving dates and times when the project site will be open to the public. This notice shall be published in a general circulation newspaper serving the community or area in which the project site is located. The Subgrantee shall provide documentation of such notice to the Grantee each December for as long as the easement is in effect.

- E. Fees Associated with Public Visitation.** The Subgrantee may charge a reasonable nondiscriminatory admission fee for public visitation and access to the project site. If an admission fee is charged, it shall be established at a rate that will not discourage visitation and comport with fees charged at comparable historic facilities in the area.

- F. Flood Insurance Coverage.** The Subgrantee shall maintain flood insurance on the project site as required by Section 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234, 87 Stat. 975), if the project site is situated in an area designated by the U.S. Secretary of Housing and Urban Development as one having special flood hazards.

- G. Lead-Based Paint.** The Subgrantee and its subcontractors agree to refrain from using lead-based paint in residential structures constructed or rehabilitated with Federal assistance. Such paint is defined as "any paint containing more than six one-hundredths of one percent lead by weight in the total nonvolatile content of the paint or the equivalent measure of lead in the dried film of paint already applied," as provided in 24 CFR 35.63.

- H. Actions Affecting Project Site.** The Subgrantee shall inform and seek the approval of the Grantee prior to beginning any proposed action that may adversely affect the project site. Further, the Subgrantee shall inform the Grantee prior to beginning any proposed action by any

governmental unit which may adversely affect the project site and of which the Subgrantee has knowledge.

- I. Applicability of Equal Opportunity Provisions.** For the duration of the maintenance and administration requirements of this section, the Equal Employment Opportunity provisions set forth in Section II, paragraph M of this agreement shall be applicable to any employment resulting from the use, repair, maintenance, administration, or accessibility of the project site and the adjacent and surrounding grounds. The provisions of Section II N, subparagraphs 1, 2, 3, 4, and 5 are incorporated by reference in this section and shall be included and required by the Subgrantee in every employment contract or subcontract which results from the use, repair, maintenance, administration, or accessibility of the project site and its adjacent and surrounding grounds.

The Subgrantee shall administer the project site premises in such a manner that no person shall, on the basis of race, color, religion, national origin, ancestry, sex, age, familial or marital status, or disability be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity directly or indirectly related to the project site.

- J. Requirements of Subleases.** In the event that the Subgrantee elects to lease or sublease the project site, a written agreement including the provisions contained in paragraphs A, B, C, D, E, F, G, and H of this Section shall be executed. The Subgrantee shall ensure that any lease agreement concerning the project site complies with all other relevant terms of this Agreement and that it is consistent with the purposes and intents of the National Historic Preservation Act of 1966, as amended.

SECTION VIII RESPONSIBILITY, INDEMNIFICATION & DELEGATION

- A. Responsibility and Indemnification Obligation.** The Subgrantee shall be solely responsible for the acts, omissions, and negligence of its principals, employees, representatives, agents, and subcontractors. Accordingly, the Subgrantee shall indemnify and hold harmless the Grantee and its officers, agents, and employees from and against all claims, damages, losses, or expenses arising out of or resulting from the performance or non-performance of work under this Agreement. The indemnification established under this section shall apply to any claim, damage, loss, or expense which is: (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting from injury or destruction, and (2) caused in whole or in part by any negligent act or omission, or any willful misconduct by the Subgrantee, any subcontractor, or anyone directly or indirectly employed by any one of them, or anyone for whose acts any one of them may be liable. The indemnification established under this section shall apply regardless of whether the injury, sickness, disease, or death, or injury to or destruction of property is

caused in part by a party indemnified by this section. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.

- B. Non-Limitation.** In any and all claims against the Grantee or any of its officers, agents, or employees by an employee of the Subgrantee, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation in the amount or type of damages, compensation, or benefits payable by or for the Subgrantee or by or for any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- C. Delegation.** The Subgrantee shall not delegate any duties or obligations under this Agreement to a subcontractor or independent contractor unless the Authority has given written consent to the delegation. When submitting the request to subcontract, the subcontractor shall include the following information about the subcontractor:
1. Name of Subcontracting Firm.
 2. Work that will be subcontracted.
 3. Names of individuals who will perform the subcontracted work.
 4. List any and all Authority programs through which the subcontractor or the subcontractor's employees, officers, directors, members, shareholders or officeholders participate.

Delegation of duties or obligations under this Agreement to a subcontractor or independent contractor without the prior written consent of the Authority shall be a material breach of this Agreement. In the event a subcontractor is approved by the Authority, the Key Persons for the Subgrantee/Contractor shall be subject to the requirements set forth in Section II Paragraph C (Employees of Subgrantee/Contractor or Key Persons) of this Agreement.

SECTION IX COMPLIANCE WITH LAWS, REGULATIONS, GUIDELINES, AND POLICIES

The Subgrantee, in the performance of all activities under this Agreement, shall comply and require compliance with all applicable laws, ordinances, and codes of the United States, the State of Michigan, and of local government and shall neither commit nor permit any trespass upon any public or private property in the performance or attempted performance of any service or activity under this Agreement. The Subgrantee shall comply and require compliance with all requirements, limitations, regulations, rules, policies, guidelines, and interpretations which are made applicable to this Agreement by Executive Order of the President of the United States, by the U.S. Congress, by the Grantor, by the Governor of the State of Michigan, by the Michigan Attorney General, by the Michigan State Legislature, or by the Grantee, in connection with this Agreement and pursuant to the National Historic Preservation Act of 1966, as

amended.

In addition to the terms detailed in this Agreement, all Federal requirements governing grants (OMB Circulars A-87, A-21 or A-122, which concern cost principles; A-102 or A-110, which concern administrative requirements; and A-133, which concern audit requirements) are applicable.

SECTION X DISPUTE RESOLUTION

Any dispute arising under this Agreement that is not amicably resolved by the parties shall be determined by the Grantee, which shall reduce its decision to writing and furnish a copy of it to the Subgrantee. The decision of the Grantee shall be final and shall control the subsequent dealings of the parties. The decision shall not bar the Subgrantee from seeking judicial review or other alternative recourse.

The occurrence of a dispute shall not excuse performance and compliance by the Subgrantee either prior to or during the pendency of the determination of the Grantee.

SECTION XI MODIFICATIONS

The Grantee or the Subgrantee may request modification of the scope of work, products, budget, or performance schedule to be performed by the Subgrantee. Modifications shall comport with the intent and purpose of this Agreement and shall be consistent with the National Historic Preservation Act of 1966, as amended, and the regulations, limitations, guidelines, policies, and interpretations prescribed by the Grantor pursuant to that Act. The approved Exhibit A – Performance Schedule and Exhibit B - Budget are attachments incorporated into this Agreement. All requests for modification shall be submitted in written form by the duly authorized representative of the party requesting modification prior to modification implementation. Failure to obtain prior approval will result in the disallowance of expenditures.

The modification of a technical specification or procedure for project work performance that, if approved, will not affect or alter other terms of this Agreement may be accomplished by the written approval of the Grantee's designee. The modification shall not require the execution of an amendment to this Agreement, but shall constitute, upon proper approval, a part of this Agreement. Except for approved changes of technical specifications or procedures as above provided, the modification of any of the other terms of this Agreement shall not be valid unless such modification is first approved in writing by both the Grantee and Subgrantee and only if such modification, after approval, is incorporated in a written amendment to this Agreement executed by the Grantee and the Subgrantee.

The Grantee alone shall determine whether a requested modification constitutes a request for change of a technical specification or procedure which will not further affect or alter this Agreement or whether the requested modification constitutes a request for modifying the terms of this Agreement.

No verbal representation, understanding, agreement, or interpretation of any officer, agent, or employee of the Grantee or Subgrantee, either before or after the execution of this Agreement, shall modify any of the terms of this Agreement unless such representation, understanding, agreement, or interpretation is expressly stated in this Agreement, in an amendment to this Agreement, or in a written

approval with respect to the modification of a technical specification or procedure for performance of project work.

SECTION XII TERMINATION OF AGREEMENT FOR UNAVAILABILITY OF STATE OR FEDERAL FUNDS

It is the intent and understanding of both parties that this Agreement is contingent upon the receipt by the Grantee of federal funds pursuant to the National Historic Preservation Act of 1966, as amended, and/or the receipt of state funds appropriated by a state funding authority. If federal funds approved or obligated by the Grantor for administration by the Grantee in connection with this project are at any time rendered unavailable to the Grantee by the Grantor, or if state funds intended for expenditure to support this Agreement are made unavailable a state funding authority, the Grantee shall then have the right to terminate this Agreement by the giving of a written notice, the basis, and the effective date of the termination to the Subgrantee. Should this Agreement be terminated by reason of the unavailability of state or federal funds for the project purposes, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of such termination shall be made accessible in the form of copies to both the Grantee and Grantor.

In the event of termination under this provision the Subgrantee shall be entitled to receive reimbursement for allowable expenditures incurred prior to the effective date of termination if the Grantor approves and releases funds for that reimbursement. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section III of this Agreement.

SECTION XIII WITHHOLDING OF FUNDS, SUSPENSION, AND AGREEMENT TERMINATION

A. Applicability. When a Subgrantee has materially failed to comply with this Agreement's stipulations, terms, standards, or conditions, the Grantee may suspend the grant, terminate the grant for cause, or take such other remedies as may be legally available and appropriate under the circumstances. The approval of this Agreement and any subsequent payments made under this Agreement will not prevent the Grantee from withholding funds because of the Subgrantee's failure to observe applicable Federal or State requirements.

1. **Withholding of payments.** The Grantee may withhold payments otherwise due to a Subgrantee if the Subgrantee has failed to comply with the Agreement's reporting requirements, program objectives, or Agreement award conditions. A written advance notification will be sent by the Grantee to the Subgrantee to identify the deficiency and to express the intent to withhold future payments if the deficiency is not corrected by a specific date. If the deficiency is not corrected promptly, the Grantee will notify the Subgrantee by letter that payments will not be made until the deficiency is corrected. When the deficiency is fully corrected, payments will be released. Continued noncompliance or Subgrantee failure to act may result in grant suspension or grant termination. (Under grant suspensions or

- terminations, not only are payments withheld, but no additional costs, or only very limited additional costs, may be authorized by the Grantee to be incurred by the Subgrantee).
2. Suspension. Suspension is action taken by the Grantee, which temporarily withdraws or limits a Subgrantee's authority to use the Agreement pending corrective action by the Subgrantee as specified by the Grantee or pending a decision by the Grantee to terminate the Agreement.
 - a. Notification. When a Subgrantee has materially failed to comply with the terms and conditions of the Agreement, the Grantee may suspend the Agreement, in whole or in part, after giving the Subgrantee reasonable notice (usually 30 calendar days) and opportunity to show cause why the Agreement should not be suspended. The notice of the suspension will detail the reasons for the suspension, any corrective action required of the Subgrantee, and the effective date of the suspension. The suspension may be made effective without previous notice in an emergency situation such as when a delayed effective date would unreasonably impair the Grantee's responsibility to protect the Federal Government's interest.
 - b. Commitments. No commitments of funds incurred by the Subgrantee during the period of the suspension will be allowed under the suspended Agreement, unless the Grantee expressly authorizes them in the notice of suspension or an amendment to it. Necessary and otherwise allowable costs which the Subgrantee could not reasonably avoid during the suspension period will be allowed if they result from charges properly incurred by the Subgrantee before the effective date of the suspension, and not in anticipation of suspension or termination. At the discretion of the Grantee, third party contributions applicable to the suspension period may be allowed in satisfaction of matching share requirements.
 - c. Adjustments to payments. Appropriate adjustments to payments submitted by the Subgrantee after the effective date of suspension under the suspended Agreement will be made either by withholding the payments or by not allowing the Subgrantee credit for disbursements made in payment of unauthorized costs incurred during the suspension period.
 - d. Suspension period. Suspension will remain in effect until the Subgrantee has taken corrective action to the satisfaction of the Grantee or given written evidence satisfactory to the Grantee that corrective action will be taken, or until the Grantee terminates the Agreement.
 3. Termination. Termination is the cancellation of this Agreement, in whole or in part, at any time prior to the date of completion.
 - a. Termination for cause. The Grantee may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that the Subgrantee has failed to comply with the terms and conditions of this Agreement. The Grantee will promptly notify the Subgrantee in writing of the termination and the reasons

for the termination, together with the effective date. Payments made to the Subgrantee or recoveries by the Grantee under this Agreement when it is terminated for cause will be in accordance with the legal rights and liabilities of the parties.

- b. Termination for convenience. The Grantee or the Subgrantee may terminate this Agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated. For partial terminations, such termination will not affect the preservation agreement or covenant executed as a prior condition of this grant assistance. An amendment to this Agreement is required for all terminations for convenience.
- c. Termination by Subgrantee. The Subgrantee may, with written notification to the Grantee, unilaterally cancel this Agreement at any time prior to the first payment on the Agreement. Once initiated, no Agreement activity financed with Grantee assistance shall be terminated by a Subgrantee prior to satisfactory completion without approval of the Grantee. After the initial payment, the project may be terminated, modified, or amended by the Subgrantee only by mutual agreement of the Subgrantee and the Grantee. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.
- d. Commitments. If this Agreement is terminated, the Subgrantee will not incur new obligations for the terminated portion after the effective date of termination. The Subgrantee will cancel as many outstanding obligations as possible. The Grantee will allow full credit to the Subgrantee for the Federal share of the non-cancellable obligations properly incurred by the Subgrantee prior to termination providing that the Subgrantee provides proper matching share. Costs incurred after the effective date of the termination will be disallowed.

In the event of termination, all finished or unfinished documents, data, studies, reports, and other materials prepared by the Subgrantee under this Agreement prior to the effective date of termination shall become the property of the Grantee. However, the Subgrantee shall be entitled to retain copies.

The Subgrantee, in the event of termination under this provision, shall be entitled to receive reimbursement for expenditures made and services satisfactorily performed under this Agreement prior to the effective date of such termination. When the Secretary of the Interior's *Standards* are cited in the Project Objective in Section I, the Subgrantee shall only be entitled to reimbursement for that work if the products meet the Secretary of the Interior's *Standards*. Reimbursement to the Subgrantee, in the event of termination under this provision, shall be made in accordance with Section IV of this Agreement.

Notwithstanding the foregoing, the Subgrantee shall not be relieved of its liability to the Grantee for the damages sustained by the Grantee as the result of any breach of this Agreement until the Grantee so

releases the Subgrantee and has determined for the purpose of set-off the exact amount of damages due the Grantee.

SECTION XIV BUSINESS INTEGRITY AND NONDEBARMENT

The Subgrantee certifies, by signing this Agreement, that it possesses business integrity and that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in grants or contracts by any federal, state, or local department or agency.

SECTION XV EFFECTIVE DATE OF AGREEMENT TERMS

The parties agree and understand that this Agreement shall not take effect unless the Grantor issues a written authorization to the Grantee for the grant described in this Agreement, AND this Agreement is signed by both the Grantee AND the Subgrantee. If the written federal authorization or the Grantee's signature is not obtained, then any project work performed or expenses incurred by the Subgrantee in performance of this Agreement shall be performed or incurred by the Subgrantee at risk of non-reimbursement.

Further, the Subgrantee understands that each fiscal year project work must receive a separate federal written authorization. A single fiscal year runs for 365 days from October 1 of a year to September 30 of the following year. Therefore, the parties agree that the Grantee is only liable to reimburse the Subgrantee for that project work which has been satisfactorily performed under a signed agreement, which has received federal authorization for the fiscal year in which it was performed, and which has been performed and completed in compliance with the terms of this Agreement.

Although this Agreement may have been signed by both parties, any project work performed or expenses incurred by the Subgrantee in fulfillment of this Agreement, when federal authorization for that fiscal year is lacking, shall be performed or incurred at the sole and singular risk and expense of the Subgrantee.

SECTION XV SEPARABILITY OF PROVISIONS

It is declared to be the intent of the parties that if any provision of this Agreement or its application to any persons or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of this Agreement or its application to other persons or circumstances, unless so provided by the court or unless the severance of such an invalid provision alters the basic intent or purpose of this Agreement, causes an increase of the Grantee's financial obligation, or

renders impossible the compliance with any applicable statute, regulation, limitation, guideline, policy, or interpretation prescribed by the Grantor under the National Historic Preservation Act of 1966, as amended.

IN WITNESS WHEREOF the parties to this Agreement, by their respective and duly authorized representatives, hereto subscribe and execute this Agreement, consisting of twenty-nine (29) pages, as of the day and year first above written.

GRANTEE

SUBGRANTEE

STATE OF MICHIGAN
MICHIGAN STATE HOUSING
DEVELOPMENT AUTHORITY


CITY OF DETROIT

BY



BRIAN D. CONWAY
STATE HISTORIC PRESERVATION OFFICER

BY



MARCELL R. TODD, JR.
DIRECTOR
HISTORIC DESIGNATION ADVISORY BOARD

CG11-413
Belle Isle Aquarium Re-Roofing Project

Performance Schedule - Exhibit A

Attachment to Agreement
Between
City of Detroit,
and
Michigan State Housing Development Authority

November 9, 2011

Date	Work Items
September 2011	Grant agreement executed
	Written Plans and Specifications
June 16, 2011	Friends of Belle Isle Aquarium selects architect
June 23, 2011	National Trust for Historic Preservation approves architect selection
July 1, 2011	Friends of Belle Isle Aquarium executes architect agreement
July 1, 2011	Architect begins work
July 15, 2011	Quarterly Progress Report Due
August 15, 2011	Submit 35% draft of written plans and specifications to FBIA and HDAB for review and comment; follow up with phone call or meeting as needed
September 15, 2011	Submit 75% draft of written plans and specifications to SHPO, HDAB and FBIA for review and comment
September 15, 2011	Quarterly Progress Report due
October 15, 2011	SHPO comments on 75% draft written plans and specifications
November 1, 2011	Submit 95% draft of written plans and specifications to SHPO, HDAB and FBIA for review and comment
December 1, 2011	SHPO comments on 95% draft of written plans and specifications
December 15, 2011	Submit final written plans and specifications to SHPO, HDAB and FBIA
	Construction
December 15, 2011	Submit draft RFP to SHPO approval
December 15, 2011	Submit draft solicitation letter and advertisement to SHPO for review
January 6, 2012	SHPO approval of RFP
January 6, 2012	SHPO approval of solicitation letter and advertisement
January 13, 2012	Solicit bids
January 15, 2012	Quarterly Progress Report due
February 16, 2012	Bids due
February 20, 2012	Submit bids, rationale for bidder selection
March 12, 2012	SHPO approval of bidder selection
March 12, 2012	Submit consultant contract to SHPO for approval
March 19, 2012	SHPO comments and recommends changes for consultant contract
March 26, 2012	Execute consultant contract
March 26, 2012	Submit copy of executed consultant contract to SHPO
April 2, 2012	Install project sign
April 9, 2012	Begin construction
April 15, 2012	Quarterly Progress Report due
May 2012	SHPO prepares historic preservation easement

CG11-413
Belle Isle Aquarium Re-Roofing Project

Performance Schedule - Exhibit A

Attachment to Agreement
Between
City of Detroit,
and
Michigan State Housing Development Authority

November 9, 2011

June 15, 2012	Finish construction
July 15, 2012	Quarterly progress report due
July 15, 2012	Sign easement and record at Register of Deeds
July 31, 2012	Submit recorded historic preservation easement to SHPO
July 2012	Final on-site inspection by SHPO
	Project Close-Out
August 15, 2012	Submit Completion Report
August 15, 2012	Submit final reimbursement request with financial documentation to SHPO

CG11-413
Belle Isle Aquarium Re-Roofing Project

Project Budget
Exhibit B

Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority

November 9, 2011

WORK ITEMS	CLG FUNDS	MATCH	PROJECT TOTAL
Salaries			
Project Coordinator, City Planner, Historic Preservation Deborah Goldstein - \$40.00 x 36 hrs		\$1,440	\$1,440
Site Supervision, Recreation Department LuJuan Wilkes - \$30.00 x 60 hrs		\$1,800	\$1,800
Kemba Braynon - \$27.00 x 100 hrs		\$2,700	\$2,700
Benefits			
Deborah Goldstein \$1,440 @ 93%		\$1,339	\$1,339
LuJuan Wilkes \$1,800 @ 93%		\$1,674	\$1,674
Total Salaries and Benefits		\$8,953	\$8,953
Project Sign	\$1,000		\$1,000
Construction			
Stripping and installing asphalt shingle roof @ 10,000 sq. ft. @ \$300/100 sq. ft.			\$30,000
Stripping and installing flat roofs @ 950 sq. ft. @ \$4 sq. ft.			\$3,800
Install 800 linear feet of drip edge			Included
Install rain gutters 800 with downspouts and misc. fittings @ 1,600 linear feet			\$4,000
Repair and paint step flashing & replace as needed			\$2,000
Repair cupola skylight			\$15,000
Repair, putty cupola clearstory windows repair/replace (4), rebuild wood trim & paint			\$4,000
Repair structure and deck 20' of 4"x8" and 100 sq. ft. of 1-1/2"x4"			\$1,000
Repair three areas of overhang & paint 300 sq. ft. of 1-1/2"x4"			\$1,500
Remove tree and tuckpoint @ capped chimney			\$500
Protect adjacent Conservatory greenhouse & plantings			\$3,000
Copper roof leak repair			\$3,260
Total Construction	\$44,000	\$24,060	\$68,060
TOTALS	\$45,000	\$33,013	\$78,013

CG11-413
Belle Isle Aquarium Re-Roofing Project

Project Budget
Exhibit B

Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority

November 9, 2011

MATCHING SHARE	
Donor	City of Detroit
Source	General Fund
Kind	In-kind HDAB and Recreation Dept. Salaries and benefits
Amount	\$8,953
Donor	Friends of Belle Isle Aquarium
Source	Private funds-construction services
Kind	Cash
Amount	\$24,060
TOTALS	\$33,013

**CG11-413
Belle Isle Aquarium Re-Roofing Project**

EXHIBIT C

CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBGRANTEE

**Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority**

November 9, 2011

See appended document titled

**CERTIFICATE VERIFYING KEY PERSONS OF THE
CONTRACTOR/SUBGRANTEE**

CERTIFICATE VERIFYING KEY PERSONS OF THE CONTRACTOR/SUBGRANTEE

The Contractor/Subgrantee acknowledges that the following personnel are Key Persons of the Contractor/Subgrantee in accordance with Section II.C of the Agreement:

(1) Name Marcell R. Todd, Jr.
(Print or type Name above line)

Title with Contractor/Subgrantee Director, CPC/HDAB

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____ / No X

(2) Name Deborah M. Goldstein
(Print or type Name above line)

Title with Contractor/Subgrantee CLG Coordinator HDAB

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____ / No X

(3) Name _____
(Print or type Name above line)

Title with Contractor/Subgrantee _____

Is the Key Person a retiree who receives a pension from the Michigan State Employees Retirement System? Yes _____ / No _____

Print or Type Contractor/Subgrantee Name Above Line

By: Marcell R. Todd, Jr. 11/16/2011
Signature Date

Name of Signatory for Contractor/Subgrantee: Marcell R. Todd, Jr.
Print/Type Name of Signatory Above Line

Its: Director, CPC/HDAB

Federal Identification Number: 38 600 4606

CG11-413
Belle Isle Aquarium Re-Roofing Project

EXHIBIT D

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority

November 9, 2011

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

TIMETABLES	Goals for Minority Participation For Each Trade	Goals for Female Participation In Each Trade
------------	---	--

These goals are applicable to all the Contractor's construction work (whether it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on the Contractor's implementation of the Equal Employment Clause, specific affirmative action obligations required by the specification set forth in 41 CFR 60-4.3(a), and the Contractor's efforts to meet the goals established for the geographical areas where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and

women evenly in each of its projects. The transfer of minority or female employees or trainees from Contractor-to-Contractor or from project-to-project for the sole purpose of meeting the Contractor's goals shall be in violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

CG11-413
Belle Isle Aquarium Re-Roofing Project

EXHIBIT E

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority

November 9, 2011

1. As used in these specifications:
 - a. "Covered area" means the geographic area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal Social Security Number used in the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, the Contractor/Subcontractor shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, the Contractor's affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such

- Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with his or her obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan's goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of this Attachment. The goals set forth in the solicitation are expressed as percentages of the total hours of employment and training that the Contractor should reasonably be able to achieve for minority and female utilization in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward these goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Training must be in accordance with training programs approved by the U.S. Department of Labor.
 7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon the Contractor's efforts to achieve maximum results from these actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two (2) or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor's or the Contractor's union have employment opportunities available, and maintain a record of the organizations' responses. (See Chapter 17, G. 2.)
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b, above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing in it the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in an advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or does not anticipate doing business.
- i. Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractors shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
- l. Conduct, at least annually, an inventory and evaluation of at least all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community (or other similar group of which the contractor is a member and participant), may be asserted as fulfilling any specifications provided that:
 - a. the contractor actively participates in the group,
 - b. makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry,
 - c. ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation,
 - d. makes a good faith effort to meet its individual goals and timetables,
 - e. and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.

The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- 9. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in substantially disparate manner (for example, even though the Contractor has achieved the goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under utilized.)
- 10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 12246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling the obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of this Attachment, so as to achieve maximum results from the efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions thereof as may be required by the Government, and keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

CG11-413
Belle Isle Aquarium Re-Roofing Project

EXHIBIT F
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority

November 9, 2011

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees to the following:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, and such other sanctions may be imposed

and remedies invoked as provided in that Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees to be bound by the above equal opportunity clause with respect to its own employment practices when participating in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentally, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, to furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and to otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees to refrain from entering into any contract or contract modification subject to Executive Order 11246, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that failure or refusal to comply with these undertakings may cause the administering agency to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant, contract, loan, insurance, guarantee; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the U.S. Department of Justice for appropriate legal proceedings.

CG11-413
Belle Isle Aquarium Re-Roofing Project

EXHIBIT G

CERTIFICATION OF NONSEGREGATED FACILITIES

Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority

November 9, 2011

[Applicable to federally assisted construction contracts and related subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the Equal Opportunity clause.]

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services as any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding Ten Thousand Dollars (\$10,000.00) which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.

Signature

Date

Name and Title of Signer (Please type or print)

NOTE: The penalty for making false statement in offers is prescribed in 18 U.S.C. 1001.

**CG11-413
Belle Isle Aquarium Re-Roofing Project**

EXHIBIT H

NATIONAL TRUST FOR HISTORIC PRESERVATION GRANT AWARD CONFIRMATION

**Attachment to Agreement
Between
City of Detroit
and
Michigan State Housing Development Authority**

November 9, 2011

See appended letter from the National Trust for Historic Preservation

NATIONAL
TRUST
FOR
HISTORIC
PRESERVATION

Midwest
OFFICE

July 6, 2011

Robert Vance Patrick
President
Friends of Belle Isle Aquarium
PO Box 02416
Detroit, MI 48202

Dear Mr. Patrick:

It is a pleasure to inform you that Friends of Belle Isle Aquarium's application for a grant from the Michigan Preservation Fund has been approved. We have allocated \$2,000.00 to match local funds to help support the cost of hiring an architect to create plans and specifications to repair the Belle Isle Aquarium roof.

Both the National Trust and the Michigan Historic Preservation Network are very supportive of your worthwhile preservation activity. It was selected from among a number of qualified applications competing for a very limited amount of funds. We hope that this letter of support and financial commitment will assist your organization in raising any additional funds needed for this historic preservation activity.

Along with this Agreement, we have included a *Photograph or Video Release Form*, and an *Individual/Minor Release Form*, for the images that you submitted with your Grant Application. Please sign and return the enclosed *Photograph or Video Release Form* along with the signed Grant Agreement letter. If people are prominently featured in any of these photographs, please also complete the *Individual and Minor Release Form*.

To comply with IRS reporting requirements, all grantees must submit a W9 form in order to receive their grant disbursement. Please complete the enclosed W9 form and return it along with a signed copy of this letter and the photo release form(s).

Acceptance of this grant is indication of your willingness to conduct your project in conformance with the following special conditions:

1. **Required Match.** This grant must be matched with other funding on a one-to one basis. Evidence of the match must be submitted in the final report required in Paragraphs 9 and 10.
2. **National Trust Concurrence with Consultant Selection.** We concur with your selection of Merz & Associates for this project. If you wish to change consultants, new approval must be sought from the National Trust and the Michigan Historic Preservation Network.

Midwest Office
53 West Jackson Boulevard, Suite 350
Chicago, IL 60604
P 312.939.5547
F 312.939.5651
E mwro@nthp.org
Serving: IL, IA, IN, MI, MN, MO, OH & WI

National Office
1785 Massachusetts Avenue, NW
Washington, DC 20036
P 202.588.6000
F 202.588.6038
E info@nthp.org
www.PreservationNation.org

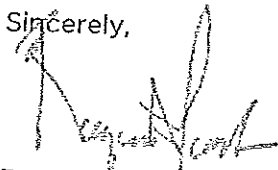
9. Project End Date. The time limit for completing your grant-assisted project will be one year, commencing from the date of the letter that will accompany your grant disbursement from the National Trust. Should any problems arise, please contact this office to discuss an extension of time.
10. Final Report. Within thirty (30) days of the project end date, you agree to submit three copies of a final report and financial accounting on the use of the grant, as well as three complete copies of materials emanating from the grant, to the National Trust.
11. The Requirement of Return of Funds. Failure to: 1) complete the project within one year of the disbursement date; 2) submit the final report within 30 days of the project end date; 3) change the project without National Trust approval shall result in the return of the funds plus accumulated interest; 4) match sufficient amount of grant funds; or 5) fail to complete the project as described. A written request for an extension of the project must be submitted to our office for consideration within 10 days of the project end date.

We would like to complete disbursement of funds to your organization as soon as possible. If we do not hear from you by August 6, 2011, the funds obligated for the project will be returned to our regional fund reserve for the National Trust Preservation Funds (PF) program

Please sign and return one original copy of this letter to my office by August 6, 2011 as your acceptance of this agreement. (The enclosed copy is for your records.) By doing this you acknowledge that these grant funds will be used expressly for the purposes described in your grant application and are subject to the conditions contained in this letter of agreement.

Please contact Kim Bookless in our office at 312.939-5547, ext. 37221 for additional assistance. We are pleased to assist in your preservation project and trust that this grant will prove valuable to your effort.

Sincerely,



Royce A. Yeater, AIA
Midwest Director

CONCUR Robert Vanner Patra DATE 7/22/11
TITLE Pres Friends of Belle Isle Aquarium

Enclosures

c: Coordinator, National Trust Preservation Funds
Ellen Thackery, Michigan Historic Preservation Network

Grant #40837